

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

## AMENDMENT OF OIL, GAS AND MINERAL LEASE

STATE OF TEXAS           §  
                                     §       KNOW ALL MEN BY THESE PRESENTS:  
COUNTY OF TARRANT   §

**WHEREAS**, an Oil, Gas and Mineral Lease effective on January 7, 2007, and filed in the Official Public Records of Tarrant County, Texas, as document number D207017507, (the "Lease"), was executed by and between **C. Ray Armstrong, an individual, and Armstrong Services, Inc. ("Lessor")** in favor of **Two Rock, Inc. ("Lessee")**, who subsequently conveyed all right, title and interest to the Lease in an assignment to Chesapeake Exploration Limited Partnership, whose successor in interest is **Chesapeake Exploration, L.L.C. ("Assignee")**.

**See "Exhibit A" attached hereto for a description of the leased premises**

**WHEREAS**, since the execution and delivery of the Lease, it has been discovered that the pooling provision (Paragraph 8 of the Addendum) of said Lease is inadequate for the benefit of both parties, and thus, the Lessor and Lessee desire to amend and correct the pooling provision of the Lease in order to more effectively develop the Lands contained with the hereinabove described Lease;

**NOW THEREFORE**, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby delete the provision of one hundred and twenty (120) acres in Paragraph 8 of the Addendum in its entirety and replace it with the following:


Units pooled for oil shall not exceed forty (40) acres, plus a tolerance of 10%; and units pooled for gas shall not exceed six hundred forty (**640**) acres, plus a tolerance of 10%; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so.

**NOW THEREFORE**, the receipt and sufficiency of which is hereby acknowledged and confessed, Lessor hereby grants, assigns and conveys unto Lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease.

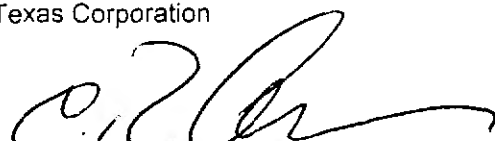
The Lessor does by these presents ratify, confirm and adopt the Lease and the addendum thereto as amended hereby, and do further grant, let, lease and demise unto the Lessee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original lease, **except as herein amended.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of January 7, 2007.

**Lessor(s):**

  
C. Ray Armstrong, an Individual

**ARMSTRONG SERVICES, INC.**  
a Texas Corporation

By:   
C. Ray Armstrong, President

Return to:  
Two Rock Inc.  
6009 River Oaks Blvd  
River Oaks TX 76114

**ACKNOWLEDGMENT**

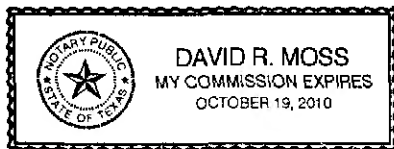
STATE OF TEXAS                     )  
  )  
COUNTY OF TARRANT            )

David R. Moss On this 13<sup>th</sup> day of July, 2009 before me,  
Notary Public in and for said County and State, personally  
appeared **C. Ray Armstrong, an individual and President of Armstrong Services, Inc.**,  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person  
whose name is subscribed to the within instrument, and acknowledged to me that he executed  
the same in his authorized capacity and that by his signature on the instrument in person, or the  
entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

David R. Moss  
Notary Public

(SEAL)

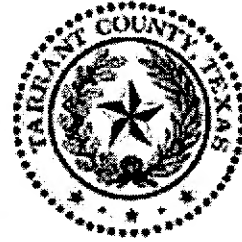


### **Exhibit "A"**

**7.709 acres of land, more or less, out the of I. Schoonover Survey, A-1403, Tarrant County, Texas, being more particularly described in two (2) tracts as follows:**

**TRACT 1: Being 3.909 acres, more or less, out of the I. Schoonover Survey, A-1403, Tarrant County, Texas being that certain 3.32 acres, more or less, as described in that certain Special Warranty Deed with Vendor's Lien dated December 5, 1989, from Susan Engeleiter, Administrator, Small Business Administration, to Armstrong Horton Associates recorded in Volume 9783, Page 1194, of the Deed Records of Tarrant County, Texas. Further described as Lot 17B of Block 17 of River Crest Addition, 34565, an addition to the City of Fort Worth.**

**TRACT 2: Being 3.8 acres, more or less, out of the I. Schoonover Survey, A-1403, Tarrant County, Texas being that certain 3.1559 acres, more or less, as described in that certain Warranty Deed with Vendor's Lien dated April 29, 1994, from Patti Ann Byrne and Clay Byrne, Jr. to Armstrong Services, Inc. recorded in Volume 11563, Page 1322, of the Deed Records of Tarrant County, Texas. Further described as Lot 16C of Block 16 and Lot 17A of Block 17 of River Crest Addition, 34565, an addition to the City of Fort Worth.**



TWO ROCK INC  
6009 RIVER OAKS BLVD

FT WORTH TX 76114

Submitter: DAVID MOSS

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 07/14/2009 11:53 AM  
Instrument #: D209187332  
LSE 4 PGS \$24.00

By: \_\_\_\_\_



**D209187332**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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